



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



July 06, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#38 JULY 6, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 75176
WITH IRON MOUNTAIN (FORMERLY TRI-CITY ARCHIVES) FOR MEDICAL
RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking Board approval to amend Medical Records Storage and Retrieval Management Services Agreement Number 75176 (Agreement) to extend the term, revise the Fee Schedule, and add requirements language to the Statement of Work (SOW).

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the attached Amendment Number Six (Amendment) to the Agreement with Iron Mountain to extend the term for one year from July 18, 2010, to July 17, 2011, revise Exhibit B, Fee Schedule, and add requirements language in the SOW.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this recommendation will allow the Department to continue receiving records storage from our current contractor, Iron Mountain, under the current Agreement that expires on July 17, 2010, after all options. The Department was anticipating using the Document Storage Services Master Agreement (Master Agreement) that your Board approved on April 20, 2010. Currently, the Los Angeles County (County) Internal Services Department (ISD) is developing implementation guidelines for its use.

Since it is projected that any services requested under the Master Agreement will be provided

subsequent to the expiration of our Department's current Agreement, we are requesting approval of this recommendation while the Department assesses its storage needs for the future and considers the most efficient and effective method to acquire these services.

The Amendment adds language to the SOW to allow for a dedicated transportation service to the Department's Medical Services Bureau (MSB) locations at a set fee and to require destruction of records within 45 days after Iron Mountain receives a destruction list. Exhibit B, Fee Schedule, includes the dedicated transportation fee and has also been revised to utilize Iron Mountain's list price with a 61 percent discount off standard services. The Department's most-often used standard services such as receiving and entering, regular retrievals, and transportation are at a cost lower than the current Agreement fees for those services. The standard storage fee, however, is 4 cents higher per carton/cubic foot. The handling fee per carton added to all service transactions remains the same. Although the amount paid to Iron Mountain is based on usage, annual storage fees are anticipated to increase while other standard service and transportation fees will decrease resulting in potentially a 6 percent or estimated \$9,000 overall increase annually.

Implementation of Strategic Plan Goals

The Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the continuation of the contractor's services provided under this Agreement will provide continued efficient storing and retrieving of records.

FISCAL IMPACT/FINANCING

Although the total amount paid to Iron Mountain is dependent on the level of service provided, funding has been identified in the Department's operating budget for Fiscal Year 2010-11. The Department estimates the cost of the one-year extension to the Agreement to be approximately \$150,000. The Department will continue to allocate funds as necessary for the duration of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 18, 2005, the County entered into the Agreement with Tri-City Archives to provide medical records storage and retrieval management services. On April 25, 2006, the Department notified your Board of the Department's intent to expand the Agreement to allow other units within the Department to store and retrieve files based on a critical need for long-term, off-site storage of other types of documents. On February 1, 2007, Tri-City Archives was purchased by Iron Mountain, the current contractor, which resulted in a negotiated fee schedule with lower rates for basic services.

The Department's MSB is mandated by California Code of Regulation, Title 22, to store records for a seven-year retention period.

County Counsel has reviewed and approved this Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of the Amendment ensures the Department's ability to continue receiving storage and retrieval services without removing and relocating files at a considerable cost and

requiring the Department to store the records until a new Agreement is executed.

CONCLUSION

Upon approval and execution by your Board, please return two adopted copies of this action to the Department's Contracts Unit for further processing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent.

LEROY D. BACA
Sheriff

LDB:LD:ld

Enclosures

**AMENDMENT NUMBER SIX
TO
CONTRACT NUMBER 75176
FOR MEDICAL RECORDS STORAGE AND
RETRIEVAL MANAGEMENT SERVICES**

This Amendment Number Six to Contract Number 75176 for Medical Records Storage and Retrieval Management Services is made and entered into this 6TH day of JULY, 2010 by and between Iron Mountain ("Contractor") and the County of Los Angeles ("County").

WHEREAS, County and Tri-City Archives entered into Contract Number 75176 to provide medical records storage and retrieval management services ("Contract"), adopted by the Los Angeles County Board of Supervisors on January 18, 2005; and

WHEREAS, on February 1, 2007, Contractor purchased Tri-City Archives and Contractor desired to take over, assume, perform, and complete the Contract; and

WHEREAS, the Contract currently expires on July 17, 2010; and

WHEREAS, County and Contractor desire to amend the Contract to extend the term of the Contract, to revise the Fee Schedule, and to add work requirements to the Statement of Work.

NOW, THEREFORE, in consideration of the foregoing recitals, County and Contractor hereby agree to amend the Contract as follows:

1. Pursuant to Section 4.0, Term of Contract, the term of the Contract shall be extended for an additional one (1) year period from July 18, 2010 through and including July 17, 2011.
2. Exhibit A, Statement of Work, Paragraph 1.0, Scope of Work, is deleted in its entirety and replaced and restated as follows:

1.0 Scope of Work

The Sheriff's Department requires the service of an independent CONTRACTOR to provide records and files storage, retrieval, and management services. All records, files, and x-rays shall be picked up from and delivered to facilities listed in Attachment 1 to this SOW, unless otherwise set forth herein or required by the County Project Manager for the individual facility or account. The work requirements described in this Statement of Work (SOW) apply to all departmental facilities in Attachment 1 to this SOW receiving services under this Contract. The County Project Manager for each departmental facility is also listed in Attachment 1 to this SOW. The Department shall have the sole discretion to add or delete facilities during the duration of this Contract at no additional cost. Because

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this SOW has been expanded to include storage, retrieval, and management services for units and bureaus within the Sheriff's Department other than and in addition to the Medical Services Bureau, the terms "medical records, files, or x-rays" used herein and throughout the Contract either collectively or independently refer to any item, record, file, or x-ray handled by the CONTRACTOR for County under this Contract.

The CONTRACTOR shall provide all personnel and labor, space and facilities, telephone services, utilities, equipment, vehicles, services, supplies and forms necessary to maintain control and accountability in providing the records and files storage, retrieval, and management services specified in this SOW.

3. Exhibit A, Statement of Work, Paragraph 2.1, Receiving, Inventorying, Filing and Re-Filing of Records, Files and X-Rays, is amended as follows to add Subparagraph 2.1.9 to provide special pick-up times for the Medical Services Bureau:

- 2.1.9 Contractor shall abide by specific pick-up times at the below listed facilities, if requested by the Medical Services Bureau Project Manager and according to the Exhibit B, Fee Schedule, as follows:

Men's Central Jail

Friday, 11:00 a.m. to 1:00 p.m.

Century Regional Detention Facility

Wednesday and Thursday, 9:00 a.m. to 11:30 a.m.

Twin Towers Correctional Facility Loading Dock II

Tuesday to Thursday, 11:00 a.m. to 1:00 p.m.

Mira Loma Detention Center

Tuesday to Thursday, 9:00 a.m. to 12:00 noon

East HIM Unit at Pitchess Detention Center

Tuesday to Thursday, 9:00 a.m. to 12:00 noon

4. Exhibit A, Statement of Work, Paragraph 3.0, Destruction of Medical Records, Files and X-rays is deleted and replaced and restated as follows to require destruction of records within 45 days:

3.0 Destruction of Medical Records, Files and X-Rays

- 3.1 The County Project Manager will furnish the CONTRACTOR with a list of records, files and x-rays, and/or a list of boxes containing records,

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files and x-rays scheduled for destruction. The CONTRACTOR may be required to destroy certain files and/or records on-site at any of the facilities listed in Attachment 1 to this SOW.

- 3.2 The CONTRACTOR shall coordinate the logistics of the destruction with the County Project Manager. Upon completion of destruction, a "Certificate of Destruction" shall be provided to the County Project Manager, identifying files destroyed and certifying that files have been destroyed to the satisfaction of the requestor. In no event shall CONTRACTOR or any of his agents destroy, or cause to be destroyed, any case records without written approval by the County Project Manager, or designee.
 - 3.3 The CONTRACTOR shall complete destruction of records, files, x-rays, and/or boxes containing any items stored by the CONTRACTOR within forty-five (45) days of the CONTRACTOR receiving the signed Preliminary Destruction Listing from the County Project Manager.
5. Exhibit B, Fee Schedule, is deleted in its entirety and replaced with the attached revised Exhibit B, Fee Schedule.

Except as expressly provided in this Amendment Number Six, the Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, Iron Mountain has executed this Amendment, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Six to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

COUNTY OF LOS ANGELES

By: *Gloria Molina*
Chair, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Samuel P. P. P.*
Deputy

By: *Samuel P. P. P.*
Deputy

IRON MOUNTAIN

By: *Stirling Peloso*
Print Name: *Stirling Peloso*
Title: *Vice President*

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By: *Michele Jackson*
Michele Jackson
Deputy County Counsel

Date: *6/10/10*

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

JUL 06 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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